

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT BETWEEN THE TOWN OF ADDISON AND TIME WARNER CABLE ENTERPRISES, LLC AND AUTHORIZING THE INSTALLATION, MAINTENANCE, OPERATION, UPGRADING AND REMOVAL OF EQUIPMENT, CABLES AND DEVICES AT TOWN FACILITIES TO PROVIDE PUBLIC WI-FI ACCESS, AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT, AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

Section 1. The Agreement between the Town of Addison and Time Warner Cable Enterprises, LLC and authorizing the installation, maintenance, operation, upgrading and removal of equipment, cables and devices at Town facilities to provide public Wi-Fi access, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement.

Section 2. This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 13th day of December, 2016.

Todd Meier, Mayor

ATTEST:

By: _____
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A

Authorization to Install and Maintain Communications Equipment ("Agreement")

The Town of Addison, Texas, a Texas home-rule municipal corporation ("Town") hereby grants permission to Time Warner Cable Enterprises LLC ("TWC") to attach, install, maintain, operate, upgrade and remove the equipment, cables and devices depicted and described in Exhibit A (the "Equipment") to and at the property located at:

Address: [See Schedule 1 attached hereto] _____

City and State: _____ Zip Code _____ (the "Property").

Town represents, warrants and covenants to TWC that Town: (a) has the full power and authority to negotiate, execute, deliver and perform this Agreement; and (b) has obtained any and all requisite approvals from the owner of the Property (if the Property is not owned by Town) (the "Owner") to enter into this Agreement and to grant certain non-exclusive and non-vesting rights to TWC as more specifically set forth herein including, without limitation, the right to install and maintain the Equipment to and at the Property. In consideration for the grant provided herein, simultaneously with the execution of this Agreement, the Town and TWC shall execute the Addendum to Authorization to Install and Maintain Communications Equipment, attached hereto as **Exhibit "B"** and incorporated herein for all purposes, providing for a revenue share payment to alleviate the costs incurred by the Town under this Agreement.

The Equipment and WiFi Service will be operated by TWC, at no cost to Town or the Owner. The Equipment includes WiFi hardware that will allow TWC to provide wireless/WiFi service at the Property for the convenience of TWC's customers and for the benefit to Town and/or the Owner of attracting foot traffic commerce within the supported WiFi community in which the Property is located (the "Community"). Town hereby grants TWC, its successors and assigns, and its authorized agents and contractors access to the interior and exterior of the Property (including building rooftop(s)) for the purpose of installation, maintenance, repair, upgrade, disconnection, replacement and/or removal of the Equipment, and Town agrees to provide a standard power source for operation of the Equipment, with prior written notice to Town. At the time of this Agreement, the parties acknowledge that TWC can not identify with certainty the preliminary design, specifications and/or layout of the Equipment either on and/or under the ground. Therefore, the parties agree that TWC shall provide the preliminary design, specifications and/or layout of the Equipment to the Town prior to the issuance of any permit for the Town's review and approval. TWC agrees to proceed with diligence to complete the installation of the Equipment in a timely manner to avoid disruption to Town infrastructure.

Town grants TWC permission to advertise, market and otherwise promote the Property as being a TWC WiFi access point in any and all forms of media now known or hereafter developed, in TWC's sole discretion, and Town grants TWC permission to use the Town approved names, trademarks and logos of Town in connection with such advertising, marketing and promotion. However, the Town may revoke the permission to use the Town approved names, trademarks and logos of the Town at any time, for any reason, in writing.

All Equipment will remain the property of TWC, and TWC assumes the risk of loss, unless damage to or loss of the Equipment is due to the negligent or willful acts of the Town. The Equipment may not be relocated by the Town. However, in the event the Town determines that a public purpose would require the Town to remove the Equipment, then TWC agrees that it shall promptly remove and/or relocate, if relocation is possible in the sole determination of the Town, the Equipment at TWC's sole cost and expense. Such removal and/or relocation shall be in accordance with Town ordinances, as amended. TWC WILL BE RESPONSIBLE FOR ANY DAMAGES DIRECTLY CAUSED BY, AND WILL DEFEND, INDEMNIFY AND HOLD HARMLESS TOWN FROM ANY THIRD-PARTY CLAIM(S) BROUGHT AGAINST TOWN THAT ARISE FROM: (A) TWC'S INSTALLATION, OPERATION, MAINTENANCE, REPAIR OR REMOVAL OF THE EQUIPMENT (EXCEPT FOR CLAIMS CAUSED BY THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF TOWN OR THE OWNER, OR RESULTING FROM ANY PRE-EXISTING CONDITIONS AT THE PROPERTY); OR (B) BODILY INJURY OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY TWC'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. TWC WILL NOT BE LIABLE UNDER THIS AGREEMENT FOR ANY CLAIMS OR DAMAGES OTHER THAN THOSE DESCRIBED IN THE IMMEDIATELY PRECEDING SENTENCE. NEITHER PARTY WILL BE LIABLE TO THE OTHER OR FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING UNDER THIS AGREEMENT. TWC agrees to maintain the insurance coverages described on **Exhibit C**, attached hereto and incorporated herein for all purposes.

EXHIBIT A

The term of this Agreement will commence as of the date of later signature below and remain in effect for a period of five (5) years. Thereafter, this Agreement will automatically renew for two (2) additional five (5) year terms. TWC may terminate this Agreement at any time upon ninety (90) days prior written notice, for any reason or no reason. The Town may terminate this Agreement at any time after thirty (30) days notice to TWC of a default or breach under this Agreement and TWC fails to cure. Upon notice by the Town of a matter of public safety, TWC shall correct the matter within five (5) days. After the initial five (5) year term, Town may terminate this Agreement at any time upon thirty (30) days, written notice, for any reason or no reason. Any notice provided in writing under the terms of this Agreement by either party to the other shall be in writing and may be effected by registered or certified mail, return receipt requested at the addresses provided herein. Upon the termination of this Agreement for any reason, TWC shall immediately remove all Equipment at their sole cost and expense.

All notices or communication required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is postmarked by the sending party. Each party may change the address to which notice may be sent to that party by giving notice of such change to the other party in accordance with the provisions of this Agreement. Notice shall be provided to the addresses provided below.

Assignment; Third Party Benefit. The TWC may not and shall have no authority to assign, transfer, or otherwise convey by any means whatsoever this Agreement or any of the rights, duties or responsibilities hereunder without obtaining the prior written approval of the Town, and any attempted assignment, transfer, or other conveyance of this Agreement without such approval shall be null and void and be cause for immediate termination of this Agreement by the Town ; provided, TWC may assign this Agreement to its affiliates or any party that acquires all or substantially all of its asset or equity. This Agreement is solely for the benefit of the parties hereto and is not intended to and shall not be deemed to create or grant any rights, contractual or otherwise, to any third person or entity.

No Partnership; Joint Venture; or Joint Enterprise. Nothing contained in this Agreement shall be deemed to constitute that the Town and the TWC are partners or joint venturers with each other, or shall be construed or be deemed to establish that their relationship constitutes, or that this Agreement creates, a joint enterprise.

Legal Compliance; Subject to Laws. The TWC shall observe and abide by, and this Agreement is subject to, all applicable federal, state, and local (including the Town) laws, rules, regulations, and policies (including, without limitation, the Charter and Ordinances of the Town), as the same currently exist or as they may be hereafter amended. The TWC agrees that any and all records of the TWC which, including but not limited to describe, relate to, convey and/or illustrate the obligations, terms and conditions set forth in this Agreement shall be subject to the Texas Public Information Act, Texas Government Code Chapter 552, as amended.

Venue; Governing Law. In the event of any action under this Agreement, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

No Waiver; Rights Cumulative. The failure by either party to exercise any right or power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies under this Agreement are cumulative to any other rights or remedies, which may be granted by law.

Severability. The terms of this Agreement are severable, and if any section, paragraph, clause, or other portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect and the parties shall be deemed to have contracted as if said section, paragraph, clause or portion had not been in the Agreement initially.

EXHIBIT A

Entire Agreement. This Agreement represents the entire and integrated Agreement and agreement between the Town and the TWC and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Town and the TWC.

Sovereign Immunity. The parties agree that the Town has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

Each person signing below represents that he/she is a duly authorized representative of the party for which he/she is signing and has the full power and authority to enter into this Agreement on behalf of such party.

Town of Addison, Texas:

By: _____

Name: _____

Title: _____

Date: _____

Address: _____

Phone: _____

Time Warner Cable Enterprises LLC:

By Charter Communications, Inc., its Manager

By: Justin Colwell

Name: Justin Colwell

Title: VP Wireless

Date: 11/14/16

Address: 6399 F. Daleo's Green

Greenwood Village, TX

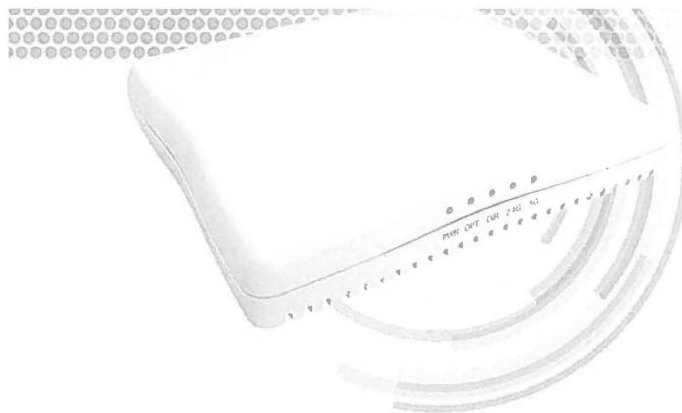
Phone: 720-621-9046

EXHIBIT A

Exhibit “A”

Equipment

EXHIBIT A



data sheet

BENEFITS

Best-in-class mid-range performance at lowest cost
Unprecedented price/performance with extended range at the industry's most affordable price point for both single and dual-band

Extended range requires fewer APs
Adaptive antenna technology delivers a 2x to 4x increase in Wi-Fi signal coverage minimizing the number of APs required to service any area

Wire-like wireless reliability
Patented smart antenna array, adaptive antenna technology and Quality of Service technologies combine to mitigate interference and minimize packet loss

Channel selection optimizes throughput
ChannelFly dynamic management, based on throughput measurements, not just interference, chooses the best channel to give users the highest throughput

Super simple configuration and management
The industry's simplest configuration and management through a Web-based wizard and automated deployment capabilities

Flexible deployment options
Standalone or controller-based deployment

Smart wireless meshing
When used with a ZoneDirector Smart WLAN controller, the ZoneFlex 7300 easily extends Wi-Fi services to areas where Ethernet cabling isn't available, possible or cost effective

Multiple Ethernet ports
Three Ethernet ports enable connectivity of wired devices such as printers, registers, VoIP phones, servers, etc.

ZoneFlex™ 7300 Series

SINGLE/DUAL-BAND 802.11N SMART WI-FI ACCESS POINTS

High Performance, 802.11n Mid-Range Smart Wi-Fi Access Points with Adaptive Antenna Technology

Unlike any other 802.11n wireless solution in its class, the ZoneFlex 7300 combines patented adaptive antenna technology and automatic interference mitigation to deliver consistent, predictable performance at extended ranges with up to an additional 4dB of BeamFlex gain on top of the 6 dBi physical antenna gain and 10dB of interference mitigation.

The ZoneFlex 7300 delivers a 2- to 4-fold increase in signal range with lower packet error rates while reducing the number of APs required to deliver dependable Wi-Fi service.

Each ZoneFlex 7300 integrates Ruckus-patented BeamFlex, a software-controlled, high gain antenna array that continually forms and directs each 802.11n packet over the best performing signal path. The ZoneFlex 7300 automatically selects channels for highest throughput potential using Ruckus ChannelFly dynamic channel management, adapting to environmental changes. Once deployed, enterprises never have to worry about constant site surveys as the environment changes.

A sleek and low-profile design, the ZoneFlex 7300 was purpose-built for cost-minded enterprises requiring reliable high speed client connectivity. It is ideal for a variety of enterprise and hotspot environments including hotels, schools, retail outlets, branch offices and public venues.

Offered in single and dual band models, the ZoneFlex 7300 series can be deployed as a standalone access point or as part of the centrally-controlled Smart Wireless LAN with the Ruckus ZoneDirector. The ZoneFlex 7300 can also be easily deployed using Smart Mesh Networking to extend Wi-Fi services in locations where Ethernet cabling is not available or cost prohibitive.

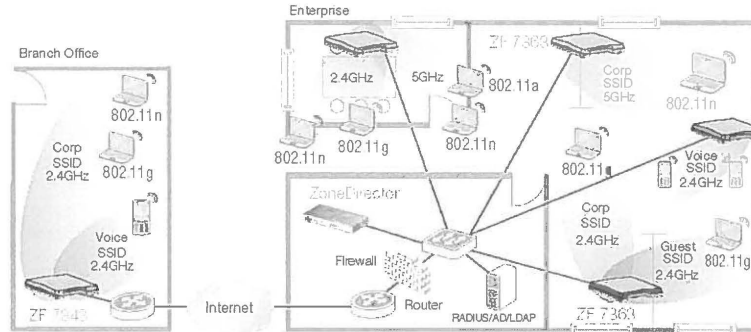
Standard 802.3af power over Ethernet (PoE) leverages existing PoE switches eliminating costly and cumbersome upgrades.

ZoneFlex™ 7300 Series

SINGLE/DUAL-BAND 802.11N SMART
WI-FI ACCESS POINTS

AFFORDABLE PERFORMANCE FOR ENTERPRISES

The ZoneFlex 7300 series integrates seamlessly with your existing network infrastructure, delivering best-in-class 802.11n performance and reliability at the industry's most affordable price - making it the ideal wireless solution for mid-range enterprise and branch office applications.



Patented BeamFlex™ Technology Extends Signal Range, Improves Stability of Client Connections

All ZoneFlex 7300 Smart Wi-Fi access points integrate a software-controlled smart antenna array that delivers up to an additional 4dB of BeamFlex gain and 10dB of interference mitigation. This allows a 2 to 4x improvement in signal range and a reduction in packet loss from the ability to automatically mitigate interference and avoid obstacles.

Advanced WLAN Applications with Smart/OS

When used with the Ruckus ZoneDirector Smart WLAN controller, each ZoneFlex 7300 supports a wide range of value-added applications such as guest networking, Smart Wireless Meshing, Dynamic PSK, hotspot authentication, wireless intrusion detection and many more. With Smart/OS, up to 2,048 discrete WLANs can be created and mapped to the same or different APs or VLANs. In a centrally managed configuration, the ZoneFlex 7300 works with a wide range of authentication servers including Microsoft's Active Directory, LDAP, and RADIUS.



Flexible Deployment Options

ZoneFlex 7300 APs can be deployed as a standalone AP or as part of a centrally managed wireless LAN using ZoneDirector Smart WLAN controllers. ZoneFlex 7300's can be deployed across any L2/L3 network and can bridge traffic

onto the local network, tunnel to a central location using L2TP or PPPoE, or route between the WAN and NAT'ed private subnets. It can be wired to the network or connect wirelessly by meshing to another AP when Ethernet cabling is unavailable. When used with the ZoneDirector, each ZoneFlex 7300 is automatically configured through the network making deployment quick and easy.

Complete Local and Remote Management

Each ZoneFlex 7300 can be managed as a standalone AP through a Web-based GUI, using SNMP or through the Ruckus FlexMaster Wi-Fi remote management system.

Local management can also be performed using the ZoneDirector Smart WLAN controller. FlexMaster is a LINUX-based software platform that uses industry-standard protocols to perform bulk configuration, fault detection, monitoring and a wide range of troubleshooting capabilities over a wire area connection. The ZoneDirector enables local management and control of APs, adding value-added services such as transmit power control, guest networking and meshing.





ZoneFlex™ 7300 Series

SINGLE/DUAL-BAND 802.11N SMART
WI-FI ACCESS POINTS

FEATURES

- Single (2.4GHz) and dual-band (5GHz/2.4GHz) options*
- Adaptive antenna technology and advanced RF management
- Up to an additional 4dB BeamFlex gain / 10dB interference mitigation / 6 dBi physical antenna gain
- Automatic interference mitigation, optimized for high-density environments
- Integrated smart antenna array with over 300 unique patterns for high reliability
- Standard 802.3af Power over Ethernet (PoE)
- Router mode with NAT and DHCP services
- 2 to 4 times extended range and coverage
- IP multicast video streaming support
- Up to 8 BSSIDs per radio with unique QoS and security policies
- Advanced QoS packet classification and automatic priority for latency-sensitive traffic
- Dynamic, pre-user rate-limiting for hotspot WLANs
- WEP, WPA-PSK (AES), 802.1X support for RADIUS and Active Directory**
- Ethernet 802.1x port-based authentication (authenticator and supplicant)
- Smart Mesh Networking**
- Zero-IT and Dynamic PSK**
- Admission control/load balancing**
- Bandsteering* and airtime fairness
- Captive portal and guest accounts**
- Wall, desktop or ceiling mountable
- USB 2.0 port hardware option (special orders only)***
- Limited lifetime warranty

* ZoneFlex 7363 only

** when used with Ruckus ZoneDirector controller.

*** hardware build option with future software support

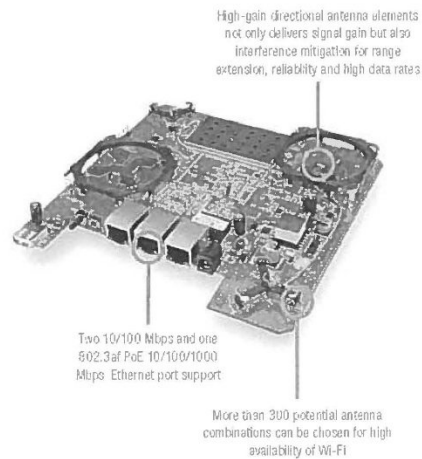
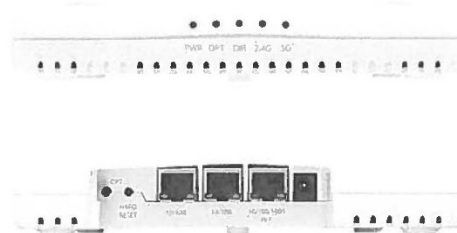


EXHIBIT A

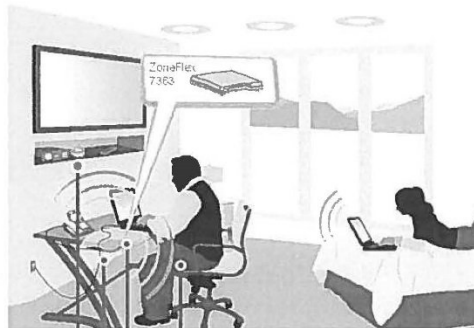


ZoneFlex™ 7300 Series

SINGLE/DUAL-BAND 802.11N SMART WI-FI ACCESS POINTS

IN ROOM DEPLOYMENT FOR HOTELS

The ZoneFlex 7300 series is ideal for deployment in hotel guest rooms to provide wireless connection to high quality video and data access, as well as wired connections to IP phone and guest devices.



Dual-band (2.4/5GHz) support allows for concurrent Internet and IP-based video services

Sleek, elegant design easily concealed

Multiple SSIDs for high speed Internet access and other services

Wired ports for connecting IP devices such as laptops and VoIP phones

DEPLOYMENT FOR RETAIL / BRANCH OFFICES

The ZoneFlex 7300 series is ideal for deployment in retail stores to provide inconspicuous wireless connection to high quality video, wireless IP phones and data access for handheld PoS bar code scanners.



Wired ports to connect devices such as cash registers, printers, etc

Multiple SSIDs for differentiated user services (e.g., guest Wi-Fi, point of sale, voice)

5GHz band and smart antenna system ideal for wireless meshing between APs

Reliable Wi-Fi connectivity for point of sale devices

EXHIBIT A

Specifications

PHYSICAL CHARACTERISTICS	
POWER	<ul style="list-style-type: none">External power adapterInput: 110-240V ACOutput: 12V DC, 1.0APower over Ethernet Class 0
PHYSICAL SIZE	• 17.8cm (L), 17.8cm (W), 3.6cm (H)
WEIGHT	• 397 grams (0.875 lbs.)
ETHERNET PORTS	<ul style="list-style-type: none">1 auto MDX, auto-sensing 10/100/1000 Mbps, RJ-45, PoE port2 auto MDX, auto-sensing 10/100 Mbps, RJ-45 ports (7343/7363 only)
LOCK OPTION	• Integrated Kensington lock
ENVIRONMENTAL CONDITIONS	<ul style="list-style-type: none">Operating Temperature: 0°C - 40°COperating Humidity: 15% - 95% non-condensing
POWER DRAW	<ul style="list-style-type: none">ZF7363: 12.95W (PoE), 12W (12V DC)ZF7343: 9W (PoE), 9W (12V DC)

RF	
ANTENNA	<ul style="list-style-type: none">ZF7363: Adaptive antenna array that provides up to 300+ unique antenna patternsZF7341/7343: Adaptive antenna array that provides 256 unique antenna patterns
MAXIMUM EIRP	<ul style="list-style-type: none">2.4 GHz: Up to 29 dBmZF7363: 5 GHz: Up to 27 dBm
PHYSICAL ANTENNA GAIN	<ul style="list-style-type: none">ZF7341/7343: Up to 6 dBi (2.4 GHz)ZF7363: Up to 6 dBi (2.4 and 5 GHz)
BEAMFLEX* SINR TX GAIN	• Up to 4 dB
INTERFERENCE MITIGATION	• Up to 10 dB
MINIMUM RX SENSITIVITY	• Up to -98 dBm

*BeamFlex gains are statistical system level effects translated to enhanced SINR here, and based on observations over time in real-world conditions with multiple APs and many clients

PERFORMANCE AND CAPACITY	
TARGET UDP THROUGHPUT	<ul style="list-style-type: none">150-200 Mbps (300 Mbps bursts) sustainable throughput for a 5000 sq. foot (460 sq. meter) area for each radio for each band
CONCURRENT STATIONS	• 256
SIMULTANEOUS VoIP CLIENTS	• Up to 20

MANAGEMENT	
DEPLOYMENT OPTIONS	<ul style="list-style-type: none">Standalone (individually managed)Managed by ZoneDirectorManaged by FlexMaster
CONFIGURATION	<ul style="list-style-type: none">Web User Interface (HTTP/S)CLI (Telnet/SSH), SNMP v1, 2, 3TR: C89 via FlexMaster
AUTO AP SOFTWARE UPDATES	• FTP or TFTP, remote auto available

WI-FI	
STANDARDS	<ul style="list-style-type: none">IEEE 802.11a/b/g/n*2.4GHz and 5GHz*
SUPPORTED DATA RATES	<ul style="list-style-type: none">802.11n: 6.5Mbps - 130Mbps (20MHz) 6.5Mbps - 300Mbps (40MHz)802.11a: 54, 48, 36, 24, 18, 12, 9 and 6Mbps*802.11b: 11, 5.5, 2 and 1 Mbps802.11g: 54, 48, 36, 24, 18, 12, 9 and 6 Mbps
RADIO CHAINS	• 2 x 2
SPATIAL STREAMS	• 2
RF POWER OUTPUT	<ul style="list-style-type: none">26 dBm for 2.4GHz†24 dBm for 5GHz†
CHANNELIZATION	• 20MHz and/or 40MHz
FREQUENCY BAND	<ul style="list-style-type: none">IEEE 802.11n: 2.4 - 2.484 GHz and 5.15 - 5.85 GHz*IEEE 802.11a: 5.15 - 5.85 GHz*IEEE 802.11b: 2.4 - 2.484 GHz
OPERATING CHANNELS	<ul style="list-style-type: none">US/Canada: 1-11Europe (ETSI X30): 1-13Japan X41: 1-135GHz channels: Country dependent for the following channel ranges: 36, 40, 44, 48, 52, 56, 60, 64, 100, 104, 108, 112, 116, 120, 124, 128, 132, 136, 140, 149, 153, 157, 161, 165
BSSID	• Up to eight per radio
POWER SAVE	• Supported
WIRELESS SECURITY	<ul style="list-style-type: none">WEP, WPA-PSK, WPA-TKIP, WPA2 AES, 802.11iAuthentication via 802.1X with the ZoneDirector, local authentication database, support for RADIUS, LDAP, and ActiveDirectory
CERTIFICATIONS	<ul style="list-style-type: none">U.S., Europe, Australia, Brazil, Canada, Chile, Hong Kong, India, Israel, Japan, Korea, Mexico, New Zealand, Philippines, Saudi Arabia, Singapore, South Africa, Taiwan, Thailand, UAE, VietnamWEEE/RoHS complianceEN-60950-1-2Wi-Fi Alliance

*5GHz functionality is only available with ZoneFlex 7363

† Maximum power varies by country

Product Ordering Information

MODEL	DESCRIPTION
ZoneFlex 7300 Series Smart Wi-Fi 802.11n Access Points	
901-7363-XX00	Concurrent dual band 802.11n AP (includes cable cover), no power adapter
901-7343-XX00	Single band 802.11n AP (includes cable cover), no power adapter
901-7341-XX00	Single band 802.11n 1-port AP, no power adapter
Optional Accessories	
902-0181-0001	Slim drop ceiling, ceiling, wall locking mount kit (1 unit, minimum order quantity of 5)
902-0166-0000	Metal drop ceiling, ceiling, wall locking mount kit
902-0162-XXYY	PoE injector (sold in quantities of 10 or 100)
902-0172-XX10	Power Supply (Qty: 10)
902-0152-XX01	Power Supply (Qty: 60)

PLEASE NOTE: When ordering ZoneFlex indoor APs, you must specify the destination region by indicating -US, -IL, or -WW instead of -XX. When ordering PoE injectors or power supplies, you must specify the destination region by indicating -US, -EU, -AU, -EP, -CN, -IN, -JP, -KR, -SA, -UK, or -RU instead of -XX.

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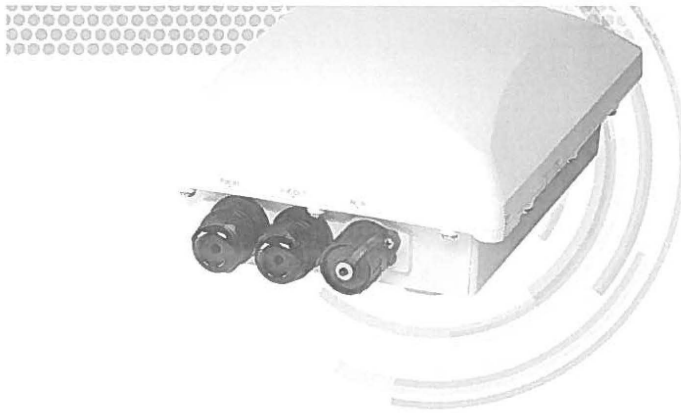
Ruckus Wireless, Inc.
350 West Java Drive
Sunnyvale, CA 94089 USA
(650) 295-4200 Ph \ (408) 738-2055 Fx



www.ruckuswireless.com

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EXHIBIT A



data sheet

BENEFITS

Unprecedented outdoor Wi-Fi performance
Advanced Smart Wi-Fi design with concurrent dual-band 802.11n radios support 3x3:3 MIMO (2x2:2 for N model). Purpose built for 3G offload, Wi-Fi wholesaling or integrated small cell networking over shared wireless mesh backhaul services in dense urban environments or public venues

Best in class channel selection technology
ChannelFly dynamic channel management is a novel capacity-driven channel selection technology that predicts and automatically selects the best performing channel based on statistical, real-time capacity analysis of all RF channels

Environmentally hardened with AC power
Enables fast and easy mounting to street lights, traffic controls and other street furniture. Includes hardened enclosures for outdoor deployment with IP-67 rated enclosure

Unified, centralized Wi-Fi management eases administration
ZoneDirector, SCG 200 and FlexMaster provide a detailed view into and control over both indoor and outdoor Smart Wi-Fi APs enabling seamless and system-wide administration of the entire wireless environment. ZoneFlex 7782 Series traffic can also backhaul into the mobile packet core using the SCG 200.

Unmatched Wi-Fi capacity and reliability
BeamFlex+ adaptive antenna technology combined with interference mitigation technology delivers up to 6dB of added signal gain and up to 15dB of interference mitigation and support for up to 500 unencrypted clients per AP

Polarization Diversity — Maximal Ratio Combining (PD-MRC)
The only outdoor AP which comes with PD-MRC, a polarization diversity capability that ensures reliable and consistent wireless connections to mobile devices such as smart phones and tablets

ZoneFlex™ 7782 Series DUAL BAND SMART WI-FI OUTDOOR AP

The Industry's Highest Capacity, Highest Performing Access Point with Adaptive Antenna Technology and Smart Wi-Fi Meshing

The ZoneFlex 7782 Series is the first dual-band 802.11n outdoor access point (AP) to integrate BeamFlex+ adaptive antenna technology coupled with transmit beamforming (TxBF) to enable much longer range signals, and more resilient mesh connections that automatically adapt to interference and changing environmental conditions.

The ZoneFlex 7782 Series implements Ruckus-patented BeamFlex+™ smart antenna technology that enables consistent, high-performance, extended coverage and multimedia support in the most challenging RF environments. BeamFlex+ combined with TxBF is capable of delivering up to 6 dB of signal-to-interference-plus-noise (SINR) improvement above the antenna gain and up to 15 dB of interference mitigation. Ruckus ChannelFly dynamic channel management optimizes client throughput up to 50 percent by selecting the best channel to operate on.

Supporting advanced Smart Mesh Networking, the Ruckus ZoneFlex 7782 Series is perfect for service providers looking to quickly and economically expand branded broadband services, offload data traffic from congested 3G networks, deploy multimedia hotspots or offer wireless broadband services where fixed line access is limited.

The ZoneFlex 7782 Series can be centrally managed by the ZoneDirector Smart WLAN controller or the Smart Cell Gateway (SCG) 200 as part of a unified indoor/outdoor wireless LAN, deployed as a standalone AP and managed individually, or through the FlexMaster remote Wi-Fi management system.

A Web-based wizard allows any computer user to configure ZoneFlex 7782 Series — creating a secure and sophisticated WLAN in a matter of minutes.

Ruckus ZoneFlex 7782 Series simply plugs into any Ethernet network and automatically discovers the ZoneDirector or SCG 200. No RF tuning, no client configuration needed. The small, lightweight hardware unit is designed for easy installation and to minimize the visual impact and public awareness challenges of introducing new infrastructure to a public venue.



EXHIBIT A



- Concurrent dual-band (5GHz/2.4GHz) support
- Adaptive antenna technology and advanced RF management
- Up to 6dB signal gain / 15dB interference mitigation
- Chip based transmit beamforming increasing signal gain up to 4dB when used with supported clients
- Automatic interference avoidance, optimized for high-density environments
- Standard 802.3af/at Power over Ethernet (PoE)
- Polarization Diversity for optimal mobile device performance
- Standard 802.3af/at output for surveillance cameras or small cell backhaul
- Integrated VAC power
- Integrated GPS for location services and network timing
- Wall, pole or ceiling mountable
- Small, lightweight, and unassuming form factor
- 2 to 4 times extended range and coverage
- Multicast IP video streaming
- 900 Mbps of user throughput (450 Mbps/radio)
- 32 BSSIDs with unique QoS and security policies**
- Advanced QoS packet classification and automatic priority for latency-sensitive traffic
- Continuous Spectrum Analysis
- Dynamic, per-user rate-limiting for hotspot WLANs
- WEP, WPA-PSK (AES), 802.1X support for RADIUS and Active Directory*
- Smart Mesh Networking*
- Zero-IT and Dynamic PSK*
- Admission control/load balancing*
- Band steering and airtime fairness support
- Captive portal and guest accounts*

*When used with Aruba ZoneDirector controller
**9.6 release

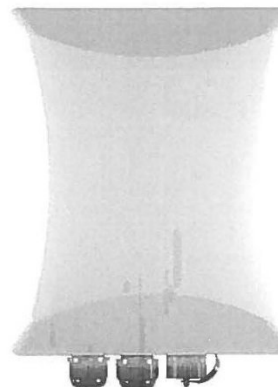
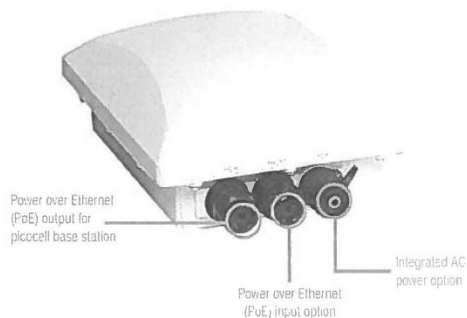


FIG 1

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ZoneFlex 7782



Dual-band 802.11n
3:3x3, 900 Mbps

Omn-Directional smart antenna for 2.4GHz/5GHz
6 elements, +2000 patterns
360° coverage

- Well suited to a wide variety of deployments including mesh
- Best coverage and capacity at 360°
- Ideal for poles, rooftops, or parapets

ZoneFlex 7782-S

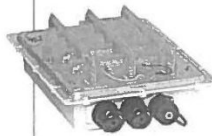


Dual-band 802.11n
3:3x3, 900 Mbps

Internal sectorized smart antenna for 2.4GHz/5GHz
12 elements, +8 patterns
120° coverage

- Well suited for high density deployments
- Best coverage and capacity at 120° sectors
- Ideal for poles and exterior walls

ZoneFlex 7782-N



Dual-band 802.11n
2:2x2, 600 Mbps

Internal narrow sectorized smart antenna for 2.4GHz and 5GHz
4 elements, 30° narrow sector coverage

- Well suited to extremely high-density deployments
- Can be used in mesh applications
- Best coverage and capacity at 30°

ZoneFlex 7782-E



Dual-band 802.11n
3:3x3, 900 Mbps

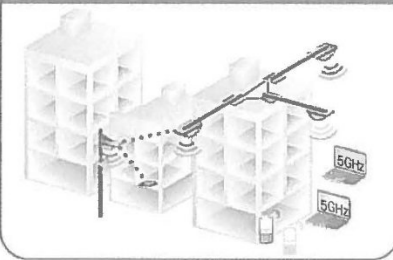
External smart antenna support for both 2.4GHz and 5GHz

- Wide variety of external antennas can be attached giving great deployment flexibility
- Ideal for poles, street corners, roof tops
- Situations where AP is remote from antennas or where AP requires custom engineered RF coverage

EXHIBIT A

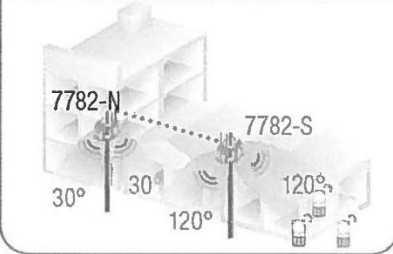
ZoneFlex™ 7782 Series DUAL BAND SMART WI-FI OUTDOOR AP

ZoneFlex 7782: General Purpose Outdoor, Enterprise



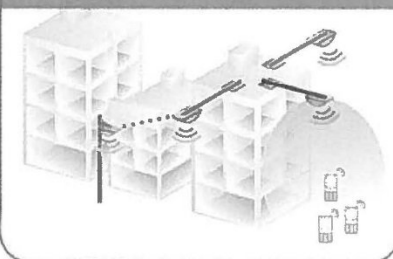
- First 3x3:3 dual-band 802.11n smart outdoor AP with adaptive antenna array and TxBF
- Designed for extreme conditions
- Smart channel selection
- Concurrent dual band 802.11n
- 360° coverage
- 6 elements, +2000 patterns
- IP-67 rated, -40°C to +65°C
- Standalone or centrally managed by ZoneDirector, Smart Cell Gateway (SCG) 200, or FlexMaster

ZoneFlex 7782-N/7782-S: Long-range, horizontal coverage/capacity



- Smart sectorized 3x3:3 802.11n AP (2x2:2 for N model)
- Optimized for horizontal, long-range coverage and high-density user environments
- Smart channel selection
- Concurrent dual band 802.11n
- 120° or 30° smart sector antennas for longer range or high-density deployments
- IP-67 rated, -40°C to +65°C
- Standalone or centrally managed by ZoneDirector, SCG 200, or FlexMaster

ZoneFlex 7782-E: Mobile Data Offload



- Supports a wide variety of external antennas
- 360° 'beamforming' coverage
- Smart channel selection
- 2.4GHz and 5GHz external antennas
- Concurrent dual band 802.11n
- IP-67 rated, -40°C to +65°C
- Managed by ZoneDirector, SCG 200, and FlexMaster

EXHIBIT A

Specifications (7782, 7782-S, 7782-N, 7782-E)

PHYSICAL CHARACTERISTICS

POWER	AC Input (100-250 VAC 50/60 Hz) <ul style="list-style-type: none">• Idle: 8W• Typical: 10W• Peak: 18W (PoE output off)• Peak: 50W (PoE output 25W)
	PoE Input <ul style="list-style-type: none">• Idle: 0W• Typical: 8W• Peak: 802 3af (PoE output off)• Peak: 44W (PoE output 25W)
PHYSICAL SIZE	• 23.9 cm (L), 19.5 cm (W), 11.8 cm (H)
WEIGHT	• 2.4 kg
ETHERNET PORTS	PoE Input <ul style="list-style-type: none">• 10/100/1000Base-T 802.3, 802.3u, 802.3ab, 802.3af/at PoE PD input up to 40W with high power PoE injector• Jumbo frame support (2000 byte MTU) PoE Output: <ul style="list-style-type: none">• 10/100/1000Base-T 802.3, 802.3u, 802.3ab, 802.3af/at PoE PSE Output up to 25W• Jumbo frame support (2000 byte MTU)
GPS	• 1575.42 MHz GPS L1 radio band
ENVIRONMENTAL	<ul style="list-style-type: none">• Operating temperature: -40 to +65C• Operating humidity: 5% to 100% condensing• IP 67

RF (7782, 7782-S, 7782-N)

ANTENNA	<ul style="list-style-type: none">• 7782: 2000+ patterns• 7782-S: 8+ patterns• 7782-N: 1 pattern
PHYSICAL ANTENNA GAIN	<ul style="list-style-type: none">• 7782: 3 dBi (both bands)• 7782-S: 11 dBi (2.4GHz), 13 dBi (5GHz)• 7782-N: 12 dBi (2.4GHz), 4 dBi (5GHz)
BEAMFLEX* SINR TX GAIN	• Up to 6 dB
BEAMFLEX* SINR RX GAIN	• Up to 4 dB
INTERFERENCE MITIGATION	• Up to 15 dB
MINIMUM RX SENSITIVITY**	• -101 dBm (2.4GHz); -96 dBm (5GHz)

*BeamFlex gains are station-level effects translated to enhanced SINR based on observations over time in real-world conditions with multiple APs and many clients.

**Rx Sensitivity varies by band, channel width, and MCS rate.

PERFORMANCE AND CAPACITY

CONCURRENT STATIONS	• Up to 500
SIMULTANEOUS VoIP CLIENTS	• Up to 30

MANAGEMENT

DEPLOYMENT OPTIONS	<ul style="list-style-type: none">• Standalone (individually managed)• Managed by ZoneDirector• Managed by FlexMaster• Managed by SmartCell™ Gateway (SCG 200)
CONFIGURATION	<ul style="list-style-type: none">• Web User Interface (HTTP/S)• CLI (Telnet/SSH), SNMP v1, 2, 3• TR-069 via FlexMaster

WI-FI

STANDARDS	<ul style="list-style-type: none">• IEEE 802.11a/b/g/n• 2.4GHz and 5GHz concurrent operation
RADIO CHAINS	• 3x3 3(2x2 2 for Narrow Beam)
RF POWER OUTPUT*	<ul style="list-style-type: none">• 7782: 28 dBm (2.4GHz) / 26 dBm (5GHz)• 7782-S: 28 dBm (2.4GHz) / 26 dBm (5GHz)• 7782-N: 26 dBm (2.4GHz) / 24 dBm (5GHz)
FREQUENCY BAND	<ul style="list-style-type: none">• IEEE 802.11n: 2.4 - 2.484 GHz and 5.15 - 5.85 GHz• IEEE 802.11a: 5.15 - 5.875 GHz• IEEE 802.11g: 2.4 - 2.484 GHz
BSSID	• 32 per radio (64 per AP)**
ADVANCED RADIO FEATURES	<ul style="list-style-type: none">• BeamFlex+ Adaptive Antenna Technology• TxBF, LDPC, and ML receiver• Spectrum Analysis
WIRELESS SECURITY	<ul style="list-style-type: none">• WEP, WPA-PSK, WPA-TKIP, WPA2 AES, 802.11i• Authentication via 802.1X, local authentication database, support for RADIUS and ActiveDirectory
CERTIFICATIONS***	<ul style="list-style-type: none">• U.S., Canada, Europe, Argentina, Australia, Brazil, Chile, China, Columbia, Costa Rica, Hong Kong, India, Indonesia, Israel, Japan, Korea, Malaysia, Mexico, New Zealand, Philippines, Peru, Russia, Saudi Arabia, Singapore, South Africa, Taiwan, Thailand, UAE, Vietnam• WEEE/RoHS compliance• Wi-Fi Alliance Certification (Wi-Fi Certified)• Railway: EN 61373 Shock and Vibration; EN 50121-1 EMC Railway Rolling Stock; EN 50121-4 Immunity Railway Rolling Stock

*Maximum power varies by country, setting, band, and MCS rate.

**Firmware 9.6

***Refer to price list for latest country availability.

Product Ordering Information

MODEL	DESCRIPTION
ZoneFlex 7782 Outdoor Access Points	
901-7782-XX01	7782: ZoneFlex 7782 gray 802.11n 3x3:3 Outdoor Wireless Access Point, 360 degree BeamFlex 2.4GHz/5GHz antenna. Includes mounting kit, 1 year warranty. Does not include PoE Injector. Does not include AC Power Cord. Includes AC connector.
901-7782-XX51	7782-S: ZoneFlex 7782-S 802.11n Outdoor Wireless Access Point, 120 degree Sector 2.4GHz/5GHz antenna. Includes mounting kit, 1 year warranty. Does not include PoE Injector. Does not include AC Power Cord.
901-7782-XX81	7782-N: ZoneFlex 7782-N 802.11n Outdoor Wireless Access Point, 30 degree Narrow Sector 2.4GHz/5GHz antenna. Includes mounting kit, 1 year warranty. Does not include PoE Injector. Does not include AC Power Cord.
901-7782-XX81	7782-E: ZoneFlex 7782-E 802.11n Outdoor Wireless Access Point, N-male antenna connectors for 2.4GHz/5GHz operation. Includes mounting kit, GPS antenna, 1 year warranty. Does not include PoE Injector. Does not include AC Power Cord.
Optional Accessories	
902-0180-xx00	Spare of Power over Ethernet (PoE) Injector (10/100/1000 Mbps) quantity of 1 unit. US Plug.
902-0182-0003	Spare, Outdoor Mounting Bracket, Bare Metal, Any-Angle, Qty 1
902-0183-0000	Spare Data Connector; contains 1 weatherizing data cable gland
902-0185-0000	Spare Weatherized AC Connector; contains 4-pin AC connector



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Sunnyvale, CA 94089 USA
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EXHIBIT A

Exhibit "B" Addendum to the Authorization to Install and Maintain Communications Equipment

ADDENDUM TO AUTHORIZATION TO INSTALL AND MAINTAIN COMMUNICATIONS EQUIPMENT

This Addendum to Authorization to Install and Maintain Communications Equipment ("Addendum") is made by and between Time Warner Cable Enterprises LLC ("TWC") and the Town of Addison, Texas ("Town")Town.

A. TWC and Town are parties to an Authorization to Install and Maintain Communications Equipment Agreement dated _____, 2016 (the "Authorization to Install Agreement"), under which TWC may provide WiFi services at Town's Property (as defined in the Authorization to Install Agreement).

B. Pursuant to the terms and conditions of this Addendum, TWC will provide Town a revenue share payment with respect to net receipts from sales of WiFi access plans from access points at the Property to alleviate costs incurred by the Town related to the Authorization to Install Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Definitions

"Access Pass Plan" means a prepaid plan to provide limited duration access to connect to TWC WiFi access points.

"Net Receipts" means the total revenues collected by TWC each calendar quarter that are derived directly from sales by TWC of Access Pass Plans from TWC WiFi access points associated with Town's unique vendor identification number, less any (i) refunds paid by TWC on prior quarter Access Pass Plan sales from such access points, (ii) adjustments due to cancelled sales resulting from fraud or other factors, or (iii) third party transaction fees directly incurred by TWC in connection with the sales. Net Receipts do not include (i) revenues related to taxes, franchise fees, or similar fees imposed or authorized by governmental entities, or (ii) revenues derived from customers that subscribe to TWC's residential or business class services, and as part of their subscriptions, have access to TWC WiFi service.

"Revenue Share Percentage" means 25%.

Revenue Share Payment

During the term of the Authorization to Install, TWC will calculate and pay to Town a revenue share payment (the "Revenue Share Payment") within 60 days after the end of each calendar quarter for the preceding quarter. The Revenue Share Payment will be calculated by multiplying the Net Receipts by the Revenue Share Percentage. The Revenue Share Payment will be adjusted to reflect any overpayments for prior quarters.

The Net Receipts and Revenue Share Payment will be calculated by TWC according to generally accepted accounting principles. With each Revenue Share Payment, TWC will provide Town with a statement of Net Receipts that reasonably details the calculation of the payment.

No Revenue Share Payments to Town will accrue (i) until TWC has received from Town a fully completed W-9, or (ii) during any period that Town is in breach of its obligations under the Authorization of Install.

Additional Terms

All users of TWC WiFi will be required to agree to, and will be bound by, the TWC WiFi Terms of Service available at <https://www.twcwifi.com/terms>. From time to time, TWC may offer complimentary TWC WiFi as part of its marketing programs, and no Revenue Share Payments will accrue with respect to such programs.

EXHIBIT A

Town will not (i) make any representations or warranties related to the TWC WiFi service, or (ii) develop or utilize marketing materials or programs related to the TWC WiFi service or utilizing TWC's brand or marks, other than those approved in writing by TWC. Town will not resell the TWC WiFi service.

Each person signing below represents that he/she is a duly authorized representative of the party for which he/she is signing and has the full power and authority to enter into this Addendum on behalf of such party.

TOWN:

By: _____

Name: _____

Title: _____

Date: _____

Address: _____

Phone: _____

TWC:

By: Justin P. Colwell

Name: Justin P. Colwell

Title: VP, Wireless

Date: 11-14-2016

Address: 6399 S. Fiddler's Green Cir.
16th FL, Greenwood Village, CO 80111

Phone: 720-621-9046

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EXHIBIT A

Exhibit "C" Addison Contractor Insurance Requirements

CITY OF ADDISON, TEXAS CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT (the use of "City of Addison" herein is synonymous with the use of "Town of Addison" elsewhere)

REQUIREMENTS

Contractors performing work on CITY OF ADDISON property or public right-of-way shall provide the CITY OF ADDISON a certificate of insurance including a copy of the endorsements necessary to meet the requirements and instructions contained herein evidencing the coverages and coverage provisions identified herein within ten (10) days of request from CITY OF ADDISON. Contractors shall provide CITY OF ADDISON evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. Work shall not commence until insurance has been approved by CITY OF ADDISON.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best's rating A-:VII or greater.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. CITY OF ADDISON reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
1. Workers' Compensation Employers' Liability to include: (a) each accident (b) Disease Policy Limits (c) Disease each employee	Statutory Limits per occurrence Each accident \$1,000,000 Disease Policy Limits \$1,000,000 Disease each employee \$1,000,000	CITY OF ADDISON to be provided a <u>WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above.
2. Commercial General (Public) Liability to include coverage for: a) Bodily Injury b) Property damage c) Independent Contractors d) Personal Injury e) Contractual Liability	Bodily Injury/Property Damage per occurrence \$1,000,000, General Aggregate \$2,000,000 Products/Completed Aggregate \$2,000,000, Personal Advertising Injury per occurrence \$1,000,000, Medical Expense 5,000	CITY OF ADDISON to be listed as <u>ADDITIONAL INSURED</u> and provided <u>30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above.
3. Business Auto Liability to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Combined Single Limit \$1,000,000	CITY OF ADDISON to be listed as <u>ADDITIONAL INSURED</u> and provided <u>30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A:VII-rated or above.

Certificate of Liability Insurance forms (together with the endorsements necessary to meet the requirements and instructions contained herein) may be **faxed** to the Purchasing Department: **972-450-7074** or **emailed to: purchasing@addisontx.gov**. Questions regarding required insurance should be directed to the Purchasing Manager.

With respect to the foregoing insurance,

1. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the City of Addison.

EXHIBIT A

2. TWC shall immediately notify the City of Addison, Texas of any material change in the insurance coverage.
3. The City of Addison, Texas will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name the City of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
5. Insurance must be purchased from insurers that are financially acceptable to the City of Addison and licensed to do business in the State of Texas.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance.

This form must be signed and returned with your quotation. You are stating that you do have the required insurance and if selected to perform work for CITY OF ADDISON, will provide the certificates of insurance (and endorsements) with the above requirements to CITY OF ADDISON within 10 working days.

A CONTRACT/PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE AND APPROVAL OF INSURANCE.

EXHIBIT A

Schedule 1

Addresses

- 1) North Addison Park – 17001 Addison Rd., Addison, TX
- 2) Addison Athletic Club – 3900 Beltway Dr, Addison, TX
- 3) The Tree House
- 4) Addison Circle Park – 4950 Addison Circle Dr., Addison, TX
- 5) Addison Town Park – 3799 Sidney Dr., Addison, TX
- 6) Beckert Park – 5044 Addison Circle Dr., Addison, TX
- 7) Bosque Park – 15675 Quorum Dr., Addison, TX
- 8) Celestial Park – 5501 Celestial Rd., Addison, TX
- 9) Les Lacs Park – 3901 Beltway Dr., Addison, TX
- 10) Parkview Park – 5032 Parkview, Addison, TX
- 11) Redding Trail Dog Park – 14677 Midway Rd., Addison, TX
- 12) Spruill Park – 4936 Marcus Ave., Addison TX
- 13) Vitruvian Park – 3966 Vitruvian Way, Addison, TX